(1)

Supreme Court U.S.
FILED

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OFFICE OF THE CLERK

No._____

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 2000

DOUGLAS DEAN SNELL INTERVENING DEFENDANT – PETITIONER

DEFENDANT REAL PROPERTY LOCATED AT
7340 GARBER ROAD BELLVILLE, OHIO 44813

VS.

UNITED STATES OF AMERICA et al – RESPONDANT

ON PETITION FOR A WRIT OF CERTIORARI TO THE

UNITED STATES COURT OF APPEALS FOR THE

SIXTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

DOUGLAS DEAN SNELL- PRO SE- PETITIONER
7340 GARBER ROAD
BELLVILLE, OHIO 44813
419-883-3341

FEBRUARY 2001

73 pp

QUESTIONS PRESENTED FOR REVIEW

DOES THE DEFENDANT REAL PROPERTY CONTAIN SEPARATE "LOTS OR TRACTS OF LAND" AND SHOULD EACH SEPARATE "LOT OR TRACT OF LAND" BE CONSIDERED SEPERATELY FOR FORFEITURE UNDER U.S.C. TITLE 21 SECTION 881 (a)(7)?

DOES THE INTERVENING DEFENDANT DOUGLAS SNELL'S STATE PLEA BARGAIN OF GUILTY TO SEPARATE CHARGES, NOT THE CHARGES THE RESPONDANT INITIATED AND BASED THE FORFEITURE PROCEEDINGS (CHARGES THAT WERE DISMISSED), FORGO (ESTOPPEL) ANY CONSIDERATION BY THE DISTRICT COURT IN A SEPARATE CIVIL PROCEEDING OF THE

DEFENDANT'S CONTENTION OF NOT GUILTY OR INNOCENT OWNERSHIP? DID THE DISTRICT COURT PROPERLY IGNORE SUPPORTING EVIDENCE OF THE DEFENDANT'S INNOCENSE WHEN THE GOVERNMENTS FORFEITURE ACTION IS INITIATED ON DIFFERENT CHARGES OR CASE #97-CR492H THAT WERE DISMISSED BY THE STATE ?

DOES THE PETITIONER INTERVENING DEFENDANT DOUG SNELL HAVE THE RIGHT TO CONTEST FORFEITURE AT TRIAL OF HIS INTEREST IN PROPERTY WHEN: 1-HE NEVER PLED TO ANY CHARGES THAT THE RESPONDANT BASED OR INITIATED FORFEITURE THEREON AND PETITIONER HAS EVEDENCE OF INNOCENT OWNERSHIP AND 2- THE CHARGES THAT THE

FORFEITURE ACTION WAS INITIATED ON WERE DISMISSED?

DID THE RESPONDANT MEET ITS BURDEN OF PROBABLE CAUSE TO INSTITUTE FORFEITURE WHEN THE CASE AND CHARGES WERE DISMISSED THAT THE FORFEITURE ACTION BASED AND INSTITUTED?

LIST OF PARTIES

[x] ALL PARTIES **DO NOT** APPEAR IN THE CAPTION OF THE CASE ON THE COVER PAGE. A LIST OF ALL PARTIES TO THE PROCEEDING IN THE COURT WHOSE JUDGEMENT IS THE SUBJECT OF THIS PETION IS AS FOLLOWS:

UNITED STATES OF AMERICA, PLAINTIFF-APPELLEE- RESPONDANT,

REAL PROPERTY LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO INCLUDING ALL FIXTURES, IMPROVEMENTS AND APPURTENANCES, -
DEFENDANT

DOUGLAS D. SNELL, INTERVENING DEFENDANT-APPELLANT-PETITIONER

JAMES W. BREMER, NOLENE L. BREMER, CLEVER FARMS, INC., PARTIES IN INTEREST-APPELLEES

DIANE L. SNELL, INTERVENING DEFENDANT.

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TABLE OF AUTHORITIES CITED

CASES: NUMBER	PAGE
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US v ONE PARCEL SHELLY'S (USDC MD PA, 1994)	859 FED SUPP 150,
U.S v CHANDLER (1994, CA4 NC)	36 F3D 358
US v ALL TRACTS 686.64 ACRES (1993, MD GA)	820 F SUPP 1433.
US v SMITH (US 6TH AP CT, 1992)	966 F2D, 1045
U.S. v PREMISES (US CT APP 3RD CIR, 1994)	14 FED SUPP 864
1992, ND TEX	794 FED SUPP 62
1993, CA11 FLA	995 F2D 1558
1994, SD FLA	852 FED SUPP 1013
US v $405,089.23 (9TH CIR.,1997)	122 F3RD 1285

STATUTES AND RULES:

U.S.C.S TITLE 21 SECTION 881 (a) (7) " All real property, including any right, title, and interest in the whole of any lot or tract of land..."

U.S.C.S TITLE 21 SECTION 841

OTHER:

IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

PETITIONER RESPECTFULLY PRAYS THAT A WRIT OF CERTIORARI ISSUE TO REVIEW THE JUDGEMENT BELOW.

OPINIONS BELOW

[x] FOR THE CASE FROM FEDERAL COURTS:

THE OPINION OF THE UNITED STATES COURT OF APPEALS APPEARS AT APPENDIX "A" TO THE PETITION AND IS UNPUBLISHED No. 99-4194.

[x] THE OPINION OF THE UNITED STATES DISTRICT COURT APPEARS AT APPENDIX "B" TO THE PETITION AND IS UNPUBLISHED, CASE # 1:98-CV-53.

JURISDICTION

[ ] FOR THE CASE FROM FEDERAL COURTS:

THE DATE ON WHICH THE UNITED STATES COURT OF APPEALS DECIDED MY CASE WAS JUNE 28TH 2000 AND THE TIMELY PETITION FOR RECONSIDERATION WAS RULED ON JULY 28TH 2000.

THE JURIDICTION OF THIS COURT IS INVOKED UNDER 28 U.S.C. SECTION 1254(1).

CONSTITUTIONAL AND STATUTORY

PROVISIONS INVOLVED:

U.S.C.S. TITLE 21 SECTION 841 (a)(7) "... the whole of any lot or tract of land.."

U.S.C.S. TITLE 21 SECTION 881

DUE PROCESS CLAUSE OF THE CONSTITUTION

STATEMENT OF THE CASE

IN THIS CASE THE DEFENDANT REAL PROPERTY CONTAINS SEVERAL PARCELS/LOTS OR TRACTS OF LAND (SEE LANDCONTRACT PARCEL DESCRIPTIONS, THE RECORDED SEPARATE DEEDS TO THE PROPERTY AND THE SEPARATE FILINGS OF **TWO LISPENDUS** BY THE ASSISTANT ATTORNEY GENERAL). THERE ARE AT LEAST TWO SEPARATE LOTS OR TRACTS THAT ARE RECORDED IN TWO SEPARATE COUNTIES. THERE ARE TWO SEPARATE RECORDINGS OF THE LANDCONTRACT (A LANDCONTRACT IN WHICH INTERVENING DEFENDANT DOUG SNELL OBTAINED INTEREST IN THE SEPARATE PARCELS) IN TWO SEPARATE COUNTIES REFERENCING SEVERAL DIFFERENT PARCELS OF LAND. THE TAXES ARE PAID TO TWO SEPARATE COUNTIES. THE LANDCONTRACT REFERENCES SEPARATE PRICES ON THE SEPARATE PARCELS IN EACH

SEPARATE (COUNTY) PROPERTY PARCEL.

THE DEEDS TO THE DEFENDANT PROPERTY ARE RECORDED IN SEPARATE TRACTS IN SEPARATE COUNTYS. THE LANDCONTRACT REFERENCES AND CONTAINS SEVERAL SEPARATE LEGAL DESCRIPTIONS OF SEPARATE PARCELS OR TRACTS OF THE DEFENDANT PROPERTY (SEE PAGE ONE OF L.C. AND LEGAL DESCRIPTIONS AT REAR OF APPENDIC "C").

THERE IS NO EVENDENCE FORWARDED BY THE PLAINTIFF THAT MORE THAN ONE PARCEL/TRACT WAS USED TO FACILATATE A VIOLATION.

THERE IS EVIDENCE FORWARDED THAT NO MORE THAN ONE PARCEL WAS USED TO FACILATATE A VIOLATION, SEE AFFIDAVIT OF ROBERT LEMON AND AFFIDAVIT BY DOUG SNELL;

THE ONE 40 ACRE TRACT #014-34-005-01 ON

WHICH THE MARIJUANA WAS FOUND.

THERE ARE ABSOLUTELY **ATLEAST TWO** SEPARATE LOTS OR TRACKS OF LAND CONTAINED IN THE DEFENDANT REAL PROPERTY, 1) THE LANDCONTRACT REFERENCES SEPARATE PARCELS, 2)THE LANDCONTRACT WAS RECORDED IN SEPARATE COUNTIES INSURING ITS LEGAL BINDING ON THE SEPARATE PARCELS, 3) THE PLAINTIFF FILED SEPARATE LIS PENDENS IN EACH COUNTY ON EACH SEPARATE TRACT TO ENSURE ITS LEGAL BINDING EFFECT, 4)A LEGAL TRANSFER OF THE LAND WOULD TAKE PLACE ON ATLEAST TWO SEPARATE DEEDS RECORDED AT SEPARATE COUNTIES, THE LOTS OR TRACTS OF LAND WERE CURRENTLY HELD IN THE BREMERS' NAME ON SEPARATE DEEDS.

THE LOWER COURTS' DECISION TO FORFEIT ALL

THE INTEREST IN THE LANDCONTRACT OF INTERVENING DEFENDANT SNELL IS CONTRARY TO PREVIOUS DECISIONS AS WELL AS CONTRARY TO OTHER APPEALS COURTS' DECISIONS. EVEN IN THIS 6TH CIRCUITS SMITH CASE, IN WHICH THE PLAINTIFF RELIES ON, THE APPEALS COURT HELD THAT EACH SEPARATE PARCEL MUST BE CONSIDERED SEPERATELY. IN THE INSTANT THE SIXTH CIRCUIT HAS WENT AGAINST ITS OWN RULING AS WELL AS OTHER APPEALS COURT RULINGS, SEE U.S v TWO PARCELS 25 CASTLE (US CT APP SECOND CIR, 1994) 31 F3d 35, US v WELLINGTON HILL RD (1994, DC CONN) 855 F SUPP 552, US v ONE PARCEL SHELLY'S (USDC MD PA, 1994) 859 FED SUPP 150, U.S v CHANDLER (1994, CA4 NC) 36 F3D 358, US v ALL TRACTS 686.64 ACRES (1993, MD GA) 820 F SUPP 1433., AND RULED THAT THE ENTIRE INTEREST IN THE LANDCONTRACT IS FORFEITABLE. THIS IS

CONTRARY TO THE LAW WHICH SPECIFIES THE "WHOLE OF ANY LOT OR TRACT OF LAND" NOT THE WHOLE OF ANY INTEREST IN A CONTRACT.

THE LAND WAS RECORDED BY MANY DEEDS IN TWO SEPARATE COUNTIES. EVEN THE LANDCONTRACT, WHICH IS HOW THE SNELL'S INTEREST IN THE SEPARATE TRACTS WAS INTITIATED, IS RECORDED IN TWO SEPARATE COUNTIES BECAUSE RECORDING A LANDCONTRACT IN RICHLAND COUNTY ON THE KNOX COUNTY TRACT HAS NO LEGAL BEARING ON THE KNOX COUNTY TRACT; AND VICE VERSA. TO MAKE THE LANDCONTRACT A LEGAL AND BINDING DOCUMENT IT HAS TO BE RECORDED IN SEPARATE COUNTIES AS TO WHERE THE PARCELS OF LAND THAT ARE REFERENCED ARE LOCATED. BY LAW THE " WHOLE OF ANY LOT OR TRACT OF LAND" IS WHAT IS FORFEITABLE NOT THE LANDCONTRACT. THE LANDCONTRACT

FURTHER DEPICTS AND DESCRIBES SEPARATE PARCELS, LOTS OR TRACTS OF LAND. THE RICHLAND COUNTY COURT ALSO ISSUED AN ORDER PROHIBITING THE SALE OF THE PARCELS AN IN SUCH REFERENCED THE PROPERTY AS SEPARATE PARCELS/TRACTS.

THE LANDCONTRACT ALSO DEPICTS

SEPARATE PRICES ON THE RICHLAND COUNTY

TRACTS AND THE KNOX COUNTY TRACT.

BECAUSE THE LAND IS IN TWO SEPARATE

COUNTIES THE PROPERTY CAN NEVER BE ONE

LOT OR TRACT OF LAND BY ANY

INTERPERATATION OF THE LAW OR

DOCUMENTS.

EVEN THE PLAINTIFF'S OWN LIS PENDENS DEPICT SEPARATE TRACTS OF LAND AS NOTED ON THEIR SEPARATE FILINGS IN SEPARATE COUNTIES. ALSO NOTE THAT THE U.S. ATTORNEYS OWN DESCRIPTION OF ONE OF THE TRACTS OF LAND SAYS ABOUT THE KNOX COUNTY TRACT "AND LEAVING IN THIS TRACT 38.5 ACRES." SEE APP E PAGE 1 AND PAGE 4.

THERE IS NO EVEDENCE THAT ANY MORE THAN ONE PARCEL WAS USED TO FACILATATE THE VIOLATION. IN FACT THERE IS EVEDENCE TO SUPPORT THAT ONLY ONE PARCEL WAS USED TO

FACILATATE A VIOLATION. PLEASE SEE

AFFIDAVITS AND DOCUMENTS. THIS ISSUE WAS

BROUGHT TO LIGHT TO THE ATTORNEY

GENERAL AND THE DISTRICT COURT. BOTH THE DISTRICT COURT AND THE U.S ATTORNEY CITED U.S. V SMITH, 966 F,2d 1045, WHICH FURTHER DIRECTLY SUPPORTS MY POINT OF SEPARATE PARCELS BEING CONSIDERED SEPERATELY IN FORFEITURE, THIS WAS A DECISION RENDERED BY THE 6TH CIRCUIT.

THE DISTRICT COURT SAYS IN IT MEMORANDUM (APP B PAGE 13) "...DOUG SNELL OBTAINED HIS INTEREST IN THE DEFENDANT PROPERTY GAVE HIM A UNDIVIDED INTEREST IN THE ENTIRE FARM." IF THE INTERST IN THE SEPARATE PARCELS OR TRACTS OF LAND IS UNDIVIDABLE THEN HOW IS DOUG SNELL'S INTEREST DIVIDABLE FROM THE "BUYER", DOUG AND DIANE SNELL. THE PLAINTIFF ASKED ONLY FOR DOUG SNELL'S INTEREST IN ALL THE TRACTS OF LAND WHICH IS DIVIDING INTERESTS.

THE SIXTH CIRCUIT COURT OF APPEALS NEGLECTED TO ADDRESS THIS SEPARATE TRACT POINT ON APPEAL AND APON PETITION FOR RECONSIDERATION WHEN PETITIONER SPECIFICLY ASKED FOR AN EXPLAINATION IN DETAIL ON THE SEPARATE "LOT OR TRACT" --

POINT.

THE INTERVENING DEFENDANT PLED GUILTY TO

THIRD DEGREE CULTIVATION IN A PLEA BARGAIN REACHED IN STATE COURT. THE PLEA WAS NOT TO THE CHARGES IN WHICH THE PLAINTIFF BASED THEIR FORFEITURE ACTION ON. THE FORFEITURE CASE WAS BASED ON INDICTMENT BROUGHT AGAINST SNELL IN CASE NUMBER 97-CR492 WHICH WAS DISMISSED. THIS DEFENDANT CONTENDS THAT PLEAING GUILTY TO SEPARATE STATE CRIMINAL THIRD DEGREE CULTIVATION CHARGES IS NOT RES JUDICATA, OR DOES NOT COLLATERALLY ESTOP HIM FROM CONTESTING AT TRIAL FEDERAL FORFEITURE THAT WAS INITIATED ON CHARGES THAT WERE DISMISSED. (SEE US CT APP 3RD CIR, 1994, 14 FED SUPP 864)

THE INTERVENING DEFENDANT SUBMITTED EVIDENCE OF HIS INNOCENCE AND EVIDENCE THAT HE DID ALL THAT HE COULD TO ALEVIATE THE VIOLATION ONCE HE LEARNED OF THE

VIOLATION . THE COURTS HAVE RULED

THAT ACTUAL NOT IMPUTED OR CONSTRUCTIVE,

KNOWLEDGE OF THE USE OF THE PROPERTY TO

FACILATATE DRUG ACTIVITY MUST BE SHOWN

(1992, ND TEX, 794 F SUPP 62), (1993, CA11

FLA, 995 F2D 1558) AND (1994, SD FLA, 852 F SUPP

1013) IN THIS CASE THE DEFENDANT WAS

NEITHER GUILTY OF THE CHARGE THE

FORFEITURE COMPLAINT WAS INITIATED ON,

NOR DOES THE COURT CONSIDER HIS INNOCENT

OWNERSHIP CLAIM OR THAT HE DID

EVERYTHING HE COULD TO ALLEVIATE THE

VIOLATION, I DESTROYED WHAT I FOUND.

THE CASE AND CHARGES THAT THE

RESPONDANT INSTITUTED THE FORFEITURE

ACTION ON WERE DISMISSED BY THE STATE AND

THEREFORE DENIED THE RESPONDANT FROM

RELYING ON THE CHARGES FOR PROBABLE

CAUSE. THIS COURT AS WELL AS APPEALS

COURTS HAVE RULED THAT CONVICTIONS OBTAINED AFTER THE INSTITUTION OF FORFEITURE CAN NOT BE USED AS PROBABLE CAUSE FOR FORFEITURE, see 122 F3RD 1285 PAGE 1286 #7 "GOVERNMENT COULD NOT RELY ON .. CONVICTIONS TO DEMONTRATE .. PROBABLE CAUSE.. THOSE CONVICTIONS WERE NOT OBTAINED UNTIL AFTER CONVICTION." IN THIS CASE, THE CASE AND CHARGES THE RESPONDANT BASED ITS INSTITUTION OF FORFEITURE ON WERE DISMISSED THEREFORE CERTAINLY THE RESPONDANT LACKED PROBABLE CAUSE.

BY FOLLOWING THE LAW OF FORFEITURES AND THE PRECEDENCE FORWARDED BY THE COURTS, EVEN THE SIXTH CIRCUIT COURT'S DECISION IN U.S. V SMITH, THIS COURT SHOULD RENDER THE SUMMARY JUDGEMENT IN ERROR AND REVERSE THE DECISION.

I ASK THIS COURT TO GRANT THIS PETITION AND RENDER A DECISION RULING THAT THERE ARE SEPARATE TRACTS OF LAND AND THAT THE PETITIONER DESERVES A TRIAL ON THE MATTER FOR DETERMINATION.

REASONS FOR GRANTING THE PETITION

THERE IS GOOD REASON TO GRANT THIS PETITION:

1ST- THERE IS OPPOSING OPINIONS ISSUED BY SEPARATE U.S. DISTRICT AND APPEALS COURTS CONCERNING THE SAME SUBJECT MATTER AS IN THIS CASE. IN THIS CASE THE COURTS HAVE RULED THAT THE RESPONDANT MET ITS BURDEN OF PROBABLE CAUSE EVEN THOUGH THE CASE AND CHARGES IN WHICH THEY INSTITUTED FORFEITURE WERE DISMISSED WHICH IS CONTRARY TO OTHER APPEALS COURTS DECISIONS see 122 F3D 1285 AND 116 S CT 2135. ALSO IN THE INSTANT CASE THE COURTS HAVE RULED THAT ALL THE SEPARATE TRACTS OF LAND ARE FORFEITABLE AND FAILED TO ADDRESS THE ISSUE OF SEPARATE TRACTS WHICH IS CONTRARY TO OTHER COURTS'

DECISIONS AS WELL AS THEIR OWN DECISION IN U.S. v SMITH see U.S v TWO PARCELS 25 CASTLE (US CT APP SECOND CIR, 1994) 31 F3d 35, US v WELLINGTON HILL RD (1994, DC CONN) 855 F SUPP 552, US v ONE PARCEL SHELLY'S (USDC MD PA, 1994) 859 FED SUPP 150, U.S v CHANDLER (1994, CA4 NC) 36 F3D 358—, US v ALL TRACTS 686.64 ACRES (1993, MD GA) 820 F SUPP 1433.

2ND THE U.S DISTRICT AND APPEALS COURTS, WHO HAVE ISSUED OPINIONS IN THIS CASE, HAVE FURTHERED THE REACH AND SCOPE OF TITLE 21 SECTION 881 BEYOND THEIR PREVIOUS DECISIONS TO A POINT BEYOND THE INTENT OF THE PROVISION. IN THE PRESENT CLIMATE OF PUBLIC AND POLITICAL OPINION MOST WOULD AGREE THAT THE GOVERNMENT IS OVER REACHING THE FORFEITURE LAWS INTENT AND

THAT GREATER RESTRAINT BY THE GOVERNMENT IS NEEDED TO STOP INJUSTICES AS IN THIS CASE AND OTHERS.

3RD- THROUGH THE U.S. DISTRICT AND APPEALS COURT DECISIONS IN THIS CASE THERE HAS BEEN A GREAT INJUSTICE DONE TO THE INTERVENING DEFENDANT DOUGLAS SNELL AND IF FUTURE DECISIONS WERE TO BE BASED, OR FOLLOW, ON THEIR DECISIONS IN THIS CASE (POSSIBLY THIS IS WHY ITS IS DESIGNATED AS "UNPUBLISHED") OTHER INJUSTICES WOULD BE PERPETRATED ON THE PUBLIC.

4TH- IT IS OF GREAT PUBLIC IMPORTANCE THAT THE PROPERTY RIGHTS OF INDIVIDUALS BE PROTECTED SUCH AS IN THIS CASE.

5TH- IT IS OF GREAT PUBLIC IMPORTANCE THAT THE INDIVIDUALS RIGHT TO A PUBLIC HEARING CONCERNING PROPERTY RIGHTS AND FORFEITURE THEREOF BE AFFORDED IF REQUESTED ESPECIALLY IF THERE IS LIGITAMACY TO THE INDIVIDUAL'S CLAIMS SUPPORTED BY EVIDENCE OF THE SAME. IN EFFECT WHAT THE GOVERNMENT HAS DONE, AND THE LOWER COURTS HAVE ENABLED, IS THE TAKING OF ONES PROPERTY WITHOUT RECOURSE OR TRIAL WITH JURORS. A TRIAL WITH A JURY IS SUPPOSED TO BE ONE OF THE GREATEST PROTECTIONS FOR THE PEOPLE AGAINST INJUSTICE YET IN THIS CASE THE RESPONDANT AND THE LOWER COURTS DENIED THIS PETITIONER ANY CHANCE AT JUSTICE IN FRONT OF A JURY.

CONCLUSION

1-THE DEFENDANT REAL PROPERTY IS ATLEAST TWO SEPARATE TRACTS OF LAND BECAUSE THE TRACTS ARE IN TWO SEPARATE COUNTIES AND NOTED AS SEPARATE TRACTS IN THE LANDCONTRACT, RECORDED DEEDS AND IN THE RESPONDANT'S OWN TWO LIS PENDUS DOCUMENTS FILED IN TWO SEPARATE COUNTIES. BECAUSE THE PROPERTY IS ATLEAST TWO SEPARATE TRACTS EACH TRACT MUST BE PROVEN TO HAVE BEEN USED TO VIOLATE THE STATUTE INVOLVED; IN THIS CASE ALL TRACTS WERE NOT IMPLICATED YET THE RESPONDANT AND THE COURTS HAVE INCORRECTLY CONSIDERED THE PROPERTY AS ONE TRACT. THE DEFENDANT PROPERTY SHOULD HAVE BEEN CONSIDERED AS SEPARATE LOTS OR TRACTS OF

LAND AND THEREFORE THE SUMMARY JUDGEMENT IS IN ERROR.

2-THE DEFENDANT/PETITIONER DOUGLAS SNELL DID NOT PLEA GUILTY TO THE CHARGES THE FORFEITURE WAS INITIATED ON. THE RESPONDANT AND THE COURTS INCORRECTLY CONTEND THAT SNELL IS ESTOPPED FROM CONTESTING FORFEITURE BECAUSE OF HIS GUILTY PLEA IN STATE COURT TO OTHER CHARGES NOT NAMED OR NOTED IN THE FORFEITURE ACTION. SNELL SHOULD BE ALLOWED TO CONTEST FORFEITURE AT TRIAL BECAUSE: THE CHARGES THE FORFEITURE ACTION WAS INITIATED ON WERE DISMISSED, SNELL PROCLAIMES HIS INNOCENSE TO THE CHARGES THAT THE FORFIETURE WAS INITIATED ON, AND SNELL HAS EVIDENCE TO BACK HIS INNOCENT OWNERSHIP CLAIM OF THE SEPARATE TRACTS OF LAND. SNELL SHOULD BE ALLOWED

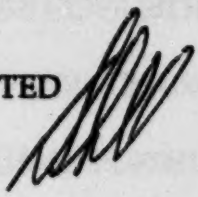
TO CONTEST FORFEITURE AT TRIAL AND PROVE HIS INNOCENT OWNERSHIP.

3-THE CHARGES THAT THE RESPONDANT INSTITUTED FORFEITURE ON WERE DISMISSED AND THE COURTS, INCLUDING THE SUPREME COURT, HAVE RULED THAT PROBABLE CAUSE HAS TO BE SHOWN AT INSTITUTION. THE RESPONDANT DID NOT MEET ITS BURDEN OF PROBABLE CAUSE BECAUSE THE EVIDENCE THEY BASED FORFEITURE INSTITUTION ON WAS DISMISSED AND THEREFORE INVALID OR NONEXISTANT.

MY NAME IS DOUGLAS D SNELL AND I SUBMITTED THE WRIT ON SEPTEMBER 24TH 2000 AND RESUBMITTED IT ON NOVEMBER 14TH 2000, NOVEMBER 28TH 2000 AND JANUARY 2ND 2001 AND FEBRUARY 5TH 2001AT THE DIRECTION OF THE COURT CLERK.

THE PETITION FOR A WRIT OF CERTIORARI SHOULD BE GRANTED.

RESPECTFULLY SUBMITTED



DOUGLAS SNELL
DATE: Feb 5th 2001
7340 GARBER ROAD
BELLVILLE, OHIO 44813
419-883-3382

NO._____

IN THE

SUPREME COURT OF THE UNITED STATES

REAL PROPERTY LOCATED AT
7340 GARBER ROAD
BELLVILLE, OHIO 44813
INTERVENING DEFENDANT DOUGLAS
D. SNELL --PETITIONER

VS.

UNITED STATES OF AMERICA, Et al –

RESPONDANT

I, DOUGLAS SNELL, DO SWEAR OR DECLARE THAT ON JANUARY 2ND 2001, AS REQUIRED BY SUPREME COURT RULE 29 I HAVE SERVED THE ENCLOSED PETITION FOR A WRIT OF CERTIORIARI ON EACH PARTY TO THE ABOVE PROCEEDING OR THAT THE PARTY'S COUNSEL, AND ON EVERY OTHER PERSON REQUIRED TO BE SERVED, BY DEPOSITING AN ENVELOPE CONTAINING THE ABOVE DOCUMENTS IN THE UNITED STATES MAIL PROPERLY ADDRESSED TO EACH OF THEM AND WITH FIRST-CLASS POSTAGE PREPAID.

THE NAMES AND ADDRESSES OF THOSE SERVED ARE AS FOLLOWS:
SOLICITOR GENERAL OF THE U.S.
ROOM 5614- DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20530-0001

UNITED STATES OF AMERICA
EMILY M SWEENEY
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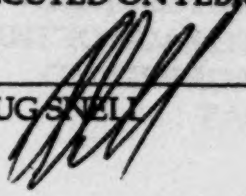
MANSFIELD, OHIO 44901

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

EXECUTED ON FEBRUARY 5TH 2001.



DOUG SNELL

APPENDIX A

NO. 99-4194

UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

NOT RECOMMENDED FOR FULL TEXT PUBLICATION- SEE SIXTH CIRCUIT RULE 28(g)

UNITED STATES OF AMERICA,	)
ORDER	
PLAINTIIF-APPELLEE,	)
v.	)
REAL PROPERTY LOCATED AT 7340	)
GARBER ROAD, BELLVILLE, OHIO,	)
INCLUDING ALL FIXTURES,	)
IMPROVEMENTS AND	)
APPURTENANCES,	)
DEFENDANT,	)
DOUGLAS D. SNELL,	)
INTERVENING DEFENDANT-APPELLANT,	)
JAMES W BREMER; NOLENE L. BREMER; CLEVER FARMS INC.,	)
PARTIES IN INTEREST-APPELLEES	)
DIANE L. SNELL,	)
INTERVENING DEFENDANT.	)

BEFORE NELSON, BOGGS, AND DAUGHTREY, CIRCUIT JUDGES.

DOUGLAS D. SNELL, A PRO SE OHIO RESIDENT, APPEALS A DISTRICT COURT ORDER GRANTING SUMMARY JUDGEMENT TO THE UNITED STATES OF AMERICA IN THIS CIVIL FORFEITURE ACTION. SEE 21 U.S.C. SECTION 881(a)(7).

THIS CASE HAS BEEN REFERED TO A PANEL OF THE COURT PURSUANT TO RULE 34(j)(1), RULES OF THE SIXTH CIRCUIT. UPON EXAMINATION , THIS PANEL UNANIMOUSLY AGREES ORAL ARGUMENT IS NOT NEEDED. FED R. APP P. 34(a)

IN THE FALL OF 1997, A RICHLAND COUNTY, OHIO, GRAND JURY INDICTED SNELL FOR CULTIVATION OF MARIJUANA, POSSESSION OF MARIJUANA, AND UNLAWFUL POSSESSION OF A DANGEROUS ORDINANCE. IN JUNE 1999, SNELL PLEADED GUILTY TO REDUCED CHARGES, AND THE COURT SENTENCED HIM TO FOUR YEARS OF IMPRISONMENT. THE UNITED BROUGHT THIS IN REM FORFEITURE PROCEEDING AGAINST SNELL'S INTEREST IN THE PROPERTY ON WHICH THE MARIJUANA WAS FOUND, 7340 GARBER ROAD, BELLVILLE, OHIO, ON JANUARY 13, 1998. SNELL AND HIS WIFE PURCHASED THE PROPERTY FROM JAMES AND NOLENE BREMER BY LANDCONTRACT. THE BREMERS SUBMITTED CLAIM BASED ON THEIR LAND CONTRACT, AND CLEVER

FARMS, INC., SUBMITTED CLAIM BASED ON A JUDGEMENT LIEN AGAINST SNELL. THE SNELL INTERVENED AS DEFENDANTS. THE SNELLS AND THE UNITED STATES MOVED FOR SUMMARY JUDGEMENT. SEE FED. R. CIV. P. 56(c). THE DISTRICT COURT GRANTED SUMMARY JUDGEMENT TOT HE UNITED STATES IN AN ORDER DATED AUGUST 18, 1999. DOUGLAS SNELL FILED A TIMELY NOTICE OF APPEAL.

UPON DE NOVO REVIEW, WE CONCLUDE THAT THE DISTRICT COURT PROPERLY GRANTED SUMMARY JUDGEMENT TO THE UNITED STATES. SEE UNITED STATES v. $5,000.00 IN CURRANCY, 40 F.3D 846, 848 (6TH CIR) 1994); UNITED STATES V. $67,220.00 IN U.S. CURRENCY, 957 F.2d 280, 284 (6th CIR. 1992). THE UNITED STATES ESTABLISHED THAT SNELL VIOLATED FEDERAL DRUG LAW PUNISHABLE BY MORE THAN ONE YEAR OF IMPRISONMENT, AND ESTABLISH PROBABLE CAUSE THAT THERE WAS A CONNECTION BETWEEN THE PROPERTY TO BE FORFEITED AND THE VIOLATION OF FEDERAL DRUG LAW. SEE 21 U.S.C. SECTION 881(a)(7); UNITED STATES v. 415 E. MITCHELL AVE., 149 F3D 472, 475 (6TH CIR. 1998); UNITED STATES v. RURAL ROUT 1, BOX 137-B, 24 F.3D 845, 848 (6TH CIR. 1994). SNELL PLEADED GUILTY IN STATE COURT RO CULTIVATING OVER FIVE THOUSAND BUT LESS THAN TWENTY THOUSAND GRAMS OF MARIJUANA, A THIRD

DEGREE FELONY. SEE OHIO REV, CODE SECTION 2925.04(A), (C)(1)(e). HE WAS SENTENCED TO FOUR YEARS OF IMPRISONMENT AND FINED $5,000.00. ALTHOUGH SNELL WAS CONVICTED IN STATE COURT, HIS CONDUCT ALSO VIOLATED FEDERAL DRUG LAW. SEE 21 U.S.C. SECTION 841(a), (b)(1)(B)(vii); 415 E. MITCHELL AVE., 149 F.3D AT 475; UNITED STATES v. 303 WEST 116TH STREET, 901 F.2D 288, 292-93 (2D CIR 1990). SNELL'S GUILTY PLEA ALONE CREATED PROBABLE CAUSE BECAUSE HE WAS AWARE OF THE FORFEITURE ACTION AT THE TIME OF HIS PLEA. SEE 415 E. MITCHELL AVE., 149 F.3D AT 476. ONCE THE GOVERNMENT ESTABLISHED PROBABLE CAUSE, SNELL DID NOT MEET HIS BURDEN OF DEMONSTRATING BY A PREPONDERANCE OF THE EVIDENCE THAT THE PROPERTY WAS NOT SUBJECT TO FORFEITURE. SEE RURAL ROUTE 1, BOX 137-B, 24 F.3D AT 848.

WE HAVE CONSIDERED SNELL'S ARGUMENTS ON APPEAL AND CONCLUDE THAT THEY ARE WITHOUT MERIT. WE AFFIRM THE SUMMARY JUDGEMENT IN FAVOR OF THE UNITED STATES FOR THE REASONS STATED BY THE DISTRICT COURT. RULE 34(j)(2)©, RULES OF THE SIXTH CIRCUIT.
ENTERED BY ORDER OF THE COURT
/LENARD GREEN CLERK

APPENDIX B

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OHIO EASTERN DIVISION
UNPUBLISHED

UNITED STATES OF AMERICA, PLAINTIFF,	:	CASE : 1:98-CV-53
v.	:	MEMORANDUM
REAL PROPERTY LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO, INCLUDING ALL FIXTURES, IMPROVEMENTS AND APPURTENANCES, DEFENDANT.	:	AND : ORDER

THE UNITED STATES BRINGS THIS I REM FORFEITURE PROCEEDING AGAINST DEFENDANT "REAL PROPERTY LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO." THE DEFENDANT PROPERTY IS A FARM TITLED IN THE NAMES OF JAMES AND NOLENE BREMER: HOWEVER, THE BREMERS SOLD THE PROPERTY IN 1991 TO DOUGLAS AND DIANE SNELL VIA LAND CONTRACT. BOTH THE BREMERS AND THE SNELLS OWN INTEREST IN THE PROPERTY, AS DOES CLEVER FARMS, INC AND NATIONAL CITY BANK. THE GOVERNMENT SEEKS TO OBTAIN FORFEITURE ONLY OF DOUG SNELL'S INTEREST IN THE PROPERTY. SNELL, WHO PROCEEDS PRO SE, OPPOSES THE GOVERNMENT'S EFFORT.

THE COURT NOW RULES ON PENDING

MOTIONS AS FOLLOWS: (1) THE GOVERNMENT'S MOTION FOR SUMMARY JUDGEMENT (DOCKET NO. 52) IS GRANTED; (2) SNELL'S CROSS-MOTION FOR SUMMARY JUDGEMENT AND TO RENEW SEVERAL PRIOR MOTIONS (DOCKET NO. 56) IS DENIED (3) SNELL'S MOTION FOR EXTENTION OF TIME (DOCKET NO 57) IS GRANTED; AND SNELL'S MOTION FOR HEARING, FOR DISCOVERY; AND TO SUPRESS (DOCKET NO 63) IS DENIED. BECAUSE THE CORT GRANTS SUMMARY JUDGEMENT TO THE PLAINTIFF, THIS CASE IS DISMISSED.

I. UNDISPUTED FACTS.

IN AUGUST OF 1997, LAW ENFORCEMENT OFFICIALS RECEIVED INFORMATION THAT SNELL WAS GROWING AND STORING MARIJUANA AT HIS FARM LOCATED ON THE DEFENDANT PROPERTY. AFTER CONDUCTING AERIAL SURVEILLANCE TO CONFIRM THAT MARIJUANA PLANTS WERE GROWING ON THE FARM, LAW ENFORCEMENT OFFICIALS REMOVED OVER 400 MARIJUANA PLANTS, WEIGHING A TOTAL OF WELL OVER 100 POUNDS. DURING SUBSEQUENT EXECUTION OF A SEARCH WARRANT, THE LAW ENFORCEMENT OFFICIALS ALSO SEIZED OVER 50 POUNDS OF HARVESTED MARIJUANA BUD FROM THE BARN, AS WELL AS EIGHT FIREARMS.

ULTIMATELY, DOUG SNELL WAS INDICTED IN STATE COURT AND CHARGED WITH THREE FELONIES: (1) ILLEGAL CULTIVATION OF MARIJUANA; (2) ILLEGAL POSSESSION OF MARIJUANA; AND (3) UNLAWFUL POSSESSION OF A DANGEROUS ORDINANCE. SNELL PLEADED GUILTY TO FIRST OF THE CRIMES, AND WAS SENTENCED TO A PRISON TERM OF FOUR YEARS.

II. LEGAL STANDARD

FEDERAL RULE OF CIVIL PROCEEDURE 56© GOVERNS SUMMARY JUDGEMENT MOTIONS AND PROVIDES: THE JUDGEMENT SOUGHT SHALL BE RENDERED FORTHWITH IF THE PLEADINGS, DEPOSITIONS, ANSWERS TO INTERROGATORIES, AND ADMISSIONS ON FILE, TOGATHER WITH AFIDAVITS, IF ANY, SHOW THAT THERE IS NO GENUINE ISSUES AS TO ANY MATERIAL FACT ANF THAT THE MOVING PARTY IS ENTITLED TO A JUDGEMENT AS A MATTER OF LAW...

RULE 57(e) SPECIFIES THE MATERIAL PROPERLY SUBMITTED IN CONNECTION WITH THE MOTION FOR SUMMARY JUDGEMENT: SUPPORTING AND OPPOSIN AFFIDAVITS SHALL BE MADE ON PERSONAL KNOWLEDGE, SHALL SET FORTH SUCH FACTS AS WOULD BE ADMISSIBLE IN EVIDENCE, AND SHALL SHOW

AFFIRMATIVELY THAT THE AFFIANT IS COMPETENT TO TESTIFY TO THE MATTERS STATED THEREIN... THE COURT MAY PERMIT AFFIDAVITS TO BE SUPPLEMENTED OR OPPOSED BY DEPOSITIOND, ANSWERS TO INTEROGATORIES, OR FURTHER AFFIDAVITS. WHEN A MOTION FOR SUMMARY JUDGEMENT IS MADE AND SUPPORTED AS PROVIDED IN THIS RULE, AN ADVERSE PARTY MAY NOT REST APON MERE ALLEGATIONS OR DENIAL OF THE ADVERSE PARTY'S PLEADINGS, BUT THE ADVERSE PARTY'S RESPONSE, BY AFFIDAVITS OR AS OTHERWISE PROVIDED IN THIS RULE, MUST SET FORTH SPECIFIC FACTS SHOWING THAT THERE IS A GENUINE ISSUE FOR TRIAL. IF THE ADVERSE PARTY DOES NOT SO RESPOND, SUMMARY JUDGEMENT, IF APPROPRIATE, SHAL BE ENTERED AGAINST THE ADVERSE PARTY.

HOWEVER, THE MOVANT IS NOT REQUIRED TO FILE AFFIDAVIT OR OTHER SIMILAR MATERIALS NEGATING A CLAIM ON WHICH ITS OPPONENT BEARS THE BURDEN OF PROOF, SO LONG AS THE MOVANT RELIES UPON THE ABSENCE OF THE ESSENTIAL ELEMENTS IN THE PLEADING, DEPOSITIONS, ANSWERS TO INTERROGATORIES, AND ADMISSONS ON FILE. CELOTEX CORP. v. CATRETT, 477 U.S. 317 (1986).

IN REVIEWING SUMMARY JUDGEMENT MOTIONS. THIS COURT MUST VIEW THE EVIDENCE IN LIGHT MOST FAVORABLE TO THE NON-MOVING PARTY TO DETERMINE WHETHER A GENUINE ISSUE OF METERIAL FACT EXISTS. ADICKS v. S.H. KRESS & CO., 398 U.S. 144 (1970); WHITE v. TURFWAY PARK RACING ASS'N INC., 909 F.2D 941, 943-44 (6TH CIR. 1990) A FACT IS "MATERIAL" ONLY IF ITS RESOLUTION WILL AFFECT THE OUTCOME OF THE LAWSUIT. ANDERSON v. LIBERTY LOBBY, INC., 477 U.S. 242, 248(1986). DETERMINATION OF WHETHER A FACTUAL ISSUE IS "GENUINE" REQUIRES CONSIDERATION OF THE APPLICABLE EVIDENTURIARY STANDARD. THUS, IN MOST CIVIL CASES THE COURT MUST DECIDE "WHETHER RESONABLE JURORS COULD FIND BY A PREPONDERANCE OF THE EVIDENCE THAT THE [NON-MOVING PARTY] IS ENTITLED TO A VERDICT." Id AT 252.

SUMMARY JUDGEMENT IS APPROPRIAT WHENEVER A NON-MOVING PARTY FAILS TO MAKE A SHOWING SUFFICIENT TO ESTABLISH THE EXISTENCE OF AN ELEMENT ESSENTIAL TO THAT PARTY'S CASE AND ON WHICH THAT PARTY WILL BEAR THE BURDEN OF PROOF AT TRIAL. CELOTEX, 477 U.S. AT 322. MOREOVER, "THE TRIAL COURT NO LONGER HAS THE DUTY TO SEARCH THE ENTIRE RECORD TO

ESTABLISH THE IT IS BEREFT OF A GENUINE ISSUE OF MATERIAL FACT." STREET v. J.C. BRADFORD & CO., 886 F.2D 1472, 1479-80 (6TH CIR. 1989) (CITING FRITO-LAY, INC. V. WILLOUGHBY, 863 F.2D 1029, 1034 (D.C. CIR. 1988)). THE NON-MOVING PARTY IN UNDER AN AFFIRMATIVE DUTY TO POINT OUT SPECIFIC FACTS IN THE RECORD AS IT HAS BEEN ESTABLISHED WHICH CREATE A GENUINE ISSUE OF MATERIAL FACT. FULSON v CITY OF COLUMBUS, 801 F SUPP 1, 4 (S.D. OHIO 1992). THE NON-MOVANT MUST SHOW MORE THAN A SCINTILLA OF EVIDENCE TO OVERCOME SUMMARY JUDGEMENT; IT IS NOT ENOUGH FOR THE NON-MOVING PART TO SHOW THAT THERE IS SOME METAPHYSICAL DOUBT AS TO MATERIAL FACTS. Id.

III LAW OF FORFEITURE.

THE LAW OF FORFEITURE IS CODIFIED AT 21 U.S.C. SECTION 881. IN PERTINENT PART, THIS SECTION STATES THAT "ALL REAL PROPERTY, INCLUDING ANY RIGHT, TITLE, AND INTEREST (INCLUDING ANY LEASEHOLD INTEREST) IN THE WHOLE OF ANY LOT OR TRACT OF LAND AND ANY APPURTENANCES OR IMPROVEMENTS, WHICH IS USED, OR INTENDED TO BE USED, IN ANY MANNER OR PART, TO COMMIT, OR FACILITATE THE COMMISSION OF, A

VIOLATION OF (TITLE 21 OF THE UNITED STATES CODE) PUNISHABLE BY MORE THAN ONE YEARS' IMPRISONMENT, " IS SUBJECT TO FORFEITURE. Id AT SECTION 881 (a)(7).

THE GOVERNMENT BEARS THE INITIAL BURDEN OF "SHOWING PROBABLE CAUSE THAT THERE WAS A CONNECTION BETWEEN THE DEFENDANT PROPERTY AND DRUG ACTIVITY." UNITED STATES v. REAL PROPERTY KNOWN AND NUMBERED AS 415 E. MITCHELL AVE., CINCINNATI, OHIO, 149 F.3D 472, 476 (6TH CIR. 1998) ("MITCHELL"). PROBABLE CAUSE IS "A REASONABLE GROUND FOR BELIEF OF GUILT, SUPPORTED BY LESS THAN PRIMA FACIA PROOF BUT MORE THAN MERE SUSPISION." UNITED STATES v. CERTAIN REAL PROPERTY 566 HENDERICKSON BLVD., CLAWSON, OAKLAND CITY, MICH., 986 F.2D 990, 995 (6TH CIR. 1993) (CITATION OMITTED) ("HENDRICKSON"). IN ESTABLISHING PROBABLE CAUSE IN A FORFEITURE ACTION, HERESAY EVIDENCE IS ADMISSIBLE. UNITED STATES v. PREMISES KNOWN AS 256 LISCUM DRIVE, DAYTON, MONTGOMERY CITY, OHIO, 866 F.2D 213, 217 N.3 (6TH CIR. 1998). FURTHER, IN MAKING ITS PROBABLE CAUSE DETERMINATION, THIS COURT MUST EXAMINE THE ENTIRE RECORD, INCLUDING EVIDENCE OBTAINED

AND/OR DVELOPED AFTER SEIZURE. UNITED STATES v. $67,220.00 IN U.S. CURRENCY, 957 F.2D 280, 284 (6TH CIR 1992) (REJECTING THE APPROACH THAT PROBABLE CAUSE MUST BE MEASURED AS OF THE TIME OF SEIZURE).

IF THE UNITED STATES DEMONSTRATES THE EXISTENCE OF PROBABLE CAUSE, THE BURDEN OF PROOF THEN SHIFTS TO THE CLAIMANT TO ESTABLISH BY A PREPONDERANCE OF THE EVIDENCE THAT THE PROPERTY IS NOT SUBJECT TO FORFEITURE. HENDERICKSON, 986 F.2D AT 995. IF THE CLAIMANT DOES NOT CARRY HIS BURDEN, THE COURT MUST ORDER FORFEITURE OF THE CLAIMNAT'S INTEREST IN THE PROPERTY.

III. ANALYSIS

AS AN INITIAL QUESTION, THE COURT MUST DETERMINE WHETHER THE UNDERLYING CRIME, WHICH SNELL ALLEGEDLY USED THE DEFENDANT PROPERTY TO FACILITATE, IS "A VIOLATION OF [TITLE 21 OF THE UNITED STATES CODE] PUNISHABLE BY MORE THAN ONE YEAR'S IMPRISONMENT." 21 U.S.C. SECTION 881 (a)(7). SECTION 841 (a)(1) OF TITLE 21 PROVIDED THAT IT IS UNLAWFUL "FOR ANY PERSON KNOWINGLY OR INTENTIONALLY.TO MANUFACTURE,

DISTRIBUTE, OR DISPENSE, OR POSSESS WITH INTENT TO MANUFACTURE, DISTRIBUTE, OR DISPENSE, A CONTROLLED SUBSTANCE." THIS SECTION WORKS TO PROHIBIT THE "PLANTING, CULTIVATION, GROWING, OR HARVESTING OF MARIJUANA." UNITED STATES v. HARVEY, 117 F.3D 1044, 1050 (7TH CIR 1997) INTERNAL QUOTE MARKS OMITTED). FURTHER,THE STATUTORY SENTENCE FOR CULTIVATION OF LESS THAN 50 KILOGRAMS OF MARIJUANA IS " NOT MORE THAN 5 YEARS " IN PRISON, 21 U.S.C. SECTION 841 (b)(1)(D), WHILE THE STATUTORY SENTENCE FOR CULTIVATION OF MORE THAN 100 MARIJUANA PLANTS (REGARDLESS OF WEIGHT) IS BETWEEN 5 AND 40 YEARS IN PRISON, 21 U.S.C. SECTION 841 (b)(1)(B)(vii). THE GOVERNMENT ALLEGES THAT SNELL USED THE DEFENDANT PROPERTY TO CULTIVATE OVER 100 MARIJUANA PLANTS, WEIGHING OVER 100 POUNDS. THUS, IT IS CLEAR THAT THE GOVERNMENT PROPERLY INVOKES CIVIL FORFIETURE UNDER SECTION 881 (a)(7).

THE NEXT QUESTION IS WHETHER THERE EXISTS PROBABLE CAUSE TO BELIEVE DOUG SNELL USED THE DEFENDANT REAL PROPERTY TO FACILATATE ONE OF THESE CRIMES. HERE, DOUG SNELL PLEADED GUILTY IN STATE COURT TO ILLEGAL

CULTIVATION OF MARIJUANA. THE EVIDENCE (INCLUDING THE VIDEO TAPE OFFERED BY SNELL) SHOWS CLEARLY OVER 100 MARIJUANA PLANTS WERE REMOVED FROM HIS FARM. THUS, SNELL'S GUILTY PLEA ALONE "IS SUFFICIENT TO ESTABLISH PROBABLE CAUSE TO SUPPORT FORFEITURE." MITCHELL, 149 F.3D AT 476.

SIGNIFICANTLY, SNELL IS COLLATERALLY ESTOPPED FROM RAISING IN THIS CASE THE ARGUMENT THAT THE EVIDENCE SHOWING HE COMMITTED ONE OF THE ABOVE MENTIONED CRIMES WAS ILLEGALLY SEIZED, AND SHOULD BE SUPPRESSED. SEE id. ("[the claimant] is collaterally estopped from asserting the unlawfulness of the search warrant in this matter in light of his guilty plea"). Similarly, Snell's guilty plea in state court moots his argument in this case that he is actually innocent.

SIMPLY, THE EVIDENCE PRESENTED LEADS THE COURT TO EASILY CONCLUDE THAT THE GOVERNMENT HAS SATISFIED ITS BURDEN OF SHOWING PROBABLE CAUSE THAT SNELL USED THE DEFENDANT PROPERTY TO FACILIATATE A CRIME OF THE TYPE OUTLINED IN 21 U.S.C. SECTION 881(A)(7). THUS, THE BURDEN OF PROOF SHIFTS TO SNELL TO ESTABLISH BYA PREPONDERANCE OF THE EVIDENCE THAT THE PROPERTY IS NOT SUBJECT TO

FORFEITURE.

SNELL RAISES A NUMBER OF DEFENSES TO FORFEITURE, NONE OF WHICH THE COURT FINDS CONVINCING. THE COURT ADDRESSES SNELLS FOUR MAGOR DEFENSES BELOW.

1. SNELL ASSERTS THAT, BECAUSE THE LAND CONTRACT UNDER WHICH HE IS BUYING THE DEFENDANT REAL PROPERTY HAS NOT BEEN COMPLETED, HE DOES NOT ACTUALLY OWN TITLE TO THE REAL PROPERTY. THIS DEFENSE FAILS BECAUSE, REGARDLESS OF WHAT TYPE OF INTEREST IN THE DEFENDANT PROPERTY THAT SNELL MAY HAVE, IT IS SUSCEPTIBLE TO FORFEITURE-IT DOES NOT MATTER THAT SNELL MAY NOT OWN TITLE. INDEED, THE STATUTE ITSELF NOTES THAT EVEN A "LEASEHOLD" INTEREST IN REAL PROPERTY IS FORFEITABLE. 21 U.S.C. SECTION(A)(7).

2. IN A RELATED ARGUMENT, SNELL ASSERTS THAT HE AND HIS WIFE ARE BUYING THE DEFENDANT PROPERTY AS TENANTS BY THE ENTIRETIES, SO THAT HE HAS NO INALIENABLE, UNDIVIDED INTEREST SUSCEPTIBLE TO FORFEITURE. SNELL IS

3. GENERALLY CORRECT THAT PROPERTY HELD IN TENANCY BY THE ENTIRETIES IS NOT SUBJECT TO FORFEITURE IF ONE SPOUSE IS AN INNOCENT OWNER. UNITED STATES V. 44133 DUCHESS DRIVE, CANTON, WAYNE CTY, MICH.,863 F. SUPP. 492 (E.D. MICH. 1994) (APPLYING MICHIGAN LAW TO DETERMINE THE CLAIMANT'S PROPERTY INTEREST). IN 1985, HOWEVER, THE STATE OF OHIO "LEGISLATIVELY ABOLISHED TENANCY BY THE ENTIRETIES IN REAL PROPERTY AND REPLACED IT WITH SURVIVORSHIP TENANCY." RIEF V. REIF, 621 N.E.2D 1279, 1282 (OHIO CT. APP. 1993), MOTION OVERRULED, 617 N.E.2D 685 (OHIO 1993) (CITING OHIO REV. CODE SECTION 5302.20). THE SNELLS' LAND CONTRACT WAS SIGNED IN 1991,SIX YEARS AFTER THE ACTION OF THE OHIO LEGISLATURE. THUS, SNELL IS SIMPLY INCORRECT WHEN HE STATES THAT HE HAS AN INALIENABLE, UNDIVIDED INTEREST IN THE DEFENDANT PROPERTY AS A TENANT BY THE ENTIRETY. RATHER, AS A JOINT TENANT, HE HAS AN ALIENABLE INTEREST, WHICH IS SUSCEPTIBLE TO FORFEITURE. MURPHY V. MURPHY, 602 N.E.2D 1216, 1218 (OHIO CT. APP. 1991).
4. SNELL ASSERTS THAT , AT BEST

ONLY ONE 40-ACRE PARCEL OF THE 7-PARCEL SHOULD BE FORFEITED. THE SIXTH CIRCUIT COURT OF APPEALS, HOWEVER, HAS STATED THAT THE DEFENDANT PROPERTY "MUST BE DEFINED BY THE RECORDED INSTRUMENTS AND DOCUMENTS THAT CREATED THE [CLAIMANT'S] INTEREST IN THE PROPERTY." UNITED STATES V. SMITH, 966F.2D 1045, 1053 (6TH CIR. 1992). THUS, EVEN THOUGH THE DEFENDANT PROPERTY MAY CONSIST OF TWO SEPARATELY IDENTIFIED AND SEPARATELY TAXED PARCELS, THE ENTIRE PROPERTY WILL BE FORFEITED IF THE RELEVANT DOCUMENTS GAVE THE CLAIMANT AN UNDIVIDED INTEREST IN THE ENIRE PROPERTY. Id. IN THIS CASE, THE LAND CONTRACT UNDER WHICH DOUG SNELL OBTAINED HIS INTEREST IN THE DEFENDANT PROPERTY GAVE HIM AN UNDIVIDED INTEREST IN THE ENTIRE FARM. ACCORDINGLY, THE GOVERNMENT IS ENTITLED TO FORFEITURE OF SNELL'S INTEREST IN THE ENTIRE FARM.

5. SNELL ARGUES THAT THE FORFEITURE OF HIS INTEREST IN THE DEFENDANT PROPERTY WOULD VIOLATE THE EXCESSIVE FINES

CLAUSE OF THE EIGHTH AMENDMENT. THE SIXTH CIRCUIT COURT OF APPEALS HA RULED THAT "THERE IS NO CONSTITUTIONAL VIOLATION WHEN THE [VALUE OF THE] FORFEITURE DOES NOT EXCEED THE MAXIMUM FINE ALLOWED BY [THE UNDERLYING CRIMINAL] STATUTE." UNITED STATES V. HILL, 167 F.3D 1055, 1072-73 (6TH CIR. 1999) (CERT. PETITION PENDING). IN THIS CASE, UNDERLYING CRIMINAL STATUTE 21 U.S.C. SECTION 841 (B)(1)(D) ALLOWS A FINE OF UP TO $250,000, WHILE UNDERLYING CRIMINAL STATUTE 21 U.S.C. SECTION 841 (b)(1)(B)(vii) ALLOWS FOR A FINE OF UP TO $2 MILLION. SNELL'S INTEREST IN THE DEFENDANT PROPERTY DOES NOT APPROACH THESE AMOUNTS.

IN SUM, NONE OF SNELL'S DEFENSES HAVE ANY MERIT. THE COURT CONCLUDES THAT CLAIMANT SNELL HAS NOT CARRIED HIS BURDEN OF PROOF THAT HIS INTEREST IN THE DEFENDANT REAL PROPERTY IS NOT SUBJECT TO FORFEITURE. ACCORDINGLY, THE GOVERNMENT'S MOTION FOR SUMMARY JUDGMENT IS GRANTED, AND SNELL'S CROSS-MOTION IS DENIED.

IT IS SO ORDERED.
/S KATHLEEN M. O'MALLEY
KATHLEEN McDONALD O'MALLEY
UNITED STATES DISTRICT JUDGE

ORDER

FOR THE REASONS SET FORTH IN THIS COURT'S MEMORANDUM AND ORDER OF THIS DATE, THE COURT RULES ON THE PENDING MOTIONS AS FOLLOWS: (1) THE GOVERNMENTS MOTION FOR SUMMARY JUDGMENT (DOCKET NO. 52) IS GRANTED; (2) SNELL'S CROSS-MOTION FOR SUMMARY JUDGMENT AND TO RENEW SEVERAL PRIOR MOTIONS (DOCKET NO. 56) IS DENIED; (3) SNELL'S MOTION FOR EXTENSION OF TIME (DOCKET NO. 57) IS GRANTED; AND (4) SNELL'S MOTION FOR HEARING, FOR DISCOVERY, AND TO SUPPRESS (DOCKET NO.63) IS DENIED. BECAUSE THE COURT GRANTS SUMMARY JUDGMENT TO THE PLAINTIFF, THIS CASE IS DISMISSED.

IT IS SO ORDERED.

/S KATHLEEN M. O'MALLEY
KATHLEEN McDONALD O'MALLEY
UNITED STATES DISTRICT JUDGE

APPENDIX C

LANDCONTRACT

THIS CONTRACT ENTERED INTO AT AMNSFIELD, OHIO, THIS 29TH DAY OF MAY, 1991. BY AND BETWEEN JAMES W. BREMER AND NOLENE L. BREMER, HUSBAND AND WIFE, OF HCR 62, BOX 262, DIXON, MO 65459, HEREINAFTER CALED "SELLER"; AND DOUGLAS D. SNELL AND DIANE L. SNELL, HUSBAND AND WIFE, 7340 GARBER ROAD, BELLVILLE, OHIO, HEREINAFTER CALLED "BUYER".

WHEREAS, SELLER AGREES TO SELL AND CONVEY TO BUYER, AND BUYER AGREES TO PURCHASE AND PAY FOR, UPON THE TERMS, PROVISIONS AND CONDITIONS OF THIS CONTRACT, THE FOLLOWING DESCRIBED PREMISES:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

PERMANENT PARCEL NUMBERS
#014-34-004-17-000 (RICHLAND COUNTY)
#014-34-005-01-000 (RICHLAND COUNTY)
#014-34-004-18-000 (RICHLAND COUNTY)
#014-34-005-02-000 (RICHLAND COUNTY)
#014-34-005-03-000 (RICHLAND COUNTY)
#014-34-005-04-000 (RICHLAND COUNTY)
#01-00035 (KNOX COUNTY)

INCLUDED IN THE SALE ARE THE

FOLLOWING ITEMS:

(A) FOUR BEDROOM TWO-STORY FRAME HOME WITH DETACHED GARAGE;
(B) 40 FOOT BY 60 FOOT BANK BARN;
(C) 30 FOOT BY 80 FOOT HOG BARN WITH MANURE PUMP;
(D) 30 FOOT BY 80 FOOT MACHINE SHED;
(E) TWO 15,000 BUSHEL GRAIN BINS; AND
(F) ONE BUTLER GRAIN DRYER.

TERMS AND CONDITIONS

1. PURCHASE PRICE: THE PURCHASE PRICE SHALL BE ONE HUNDRED SEVENTY ONE THOUSAND AND 00/100 ($171,000.00) DOLLARS, PAYABLE AS FOLLOWS:
   (A) UPON THE EXECUTION OF THIS LAND CONTRACT, BUYER SHALL PAY THE SUM OF TWELVE THOUSAND DOLLARS (12,000.00) TO SELLER.
   (B) THE SUM OF THIRTY EIGHT THOUSAND DOLLARS (38,000.00) SHALL BE PAYABLE TO SELLER ON OR BEFORE JULY 1, 19991.
   (C) THE BALANCE OF ONE HUNDRED TWENTY ONE THOUSAND AND NO/100 ($121,000.00) DOLLARS SHALL BE PAYABLE IN CONSECUTIVE ANNUAL INSTALLMENTS OF FIFTEEN THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS ($15,910.00) PER YEAR ON OR BEFORE THE 1ST DAY OF JULY BEGINNING JULY 1, 1992, AND

CONTINUING UNTIL THE FULL AMOUNT OF THE PURCHASE PRICE, TO GETHER WITH INTEREST AT 10 PERCENT FROM THE DATE OF EXECUTION ON THE THEN REMAINING UNPAID BALANCE. EACH PAYMENT SHALL BE FIRST CREDITED TO THE PAYMENT OF INTEREST ON THE THEN REMAINING UNPAID PRINCIPAL BALANCE OF SUCH PURCHASE PRICE DUE TO THE DATE OF RECEIPT OF SUCH PAYMENT, THEN TO THE REDUCTION OF THE UNPAID PRINCIPAL BALANCE OF SUCH PURCHASE PRICE. THE PARTIES UNDERSTAND THAT UNPAID INTEREST SHALL BE ADDED TO THE ABOVE BALANCE UP TO THE DATE OF THE FIRST PAYMENT.

(D) IT IS UNDERSTOOD AND AGREED THAT BUYER SHALL NOT INCUR A PREPAYMENT PENALTY IN THE EVENT HE PAYS ALL OR PART OF THE PRINCIPAL BALANCE TO SELLER PRIOR TO THE DUE DATES REFERRED TO IN THIS CONTRACT.

2. ALLOCATION OF PURCHASE PRICE: BUYER AND SELLER ACKNOWLEDGE THAT THE ABOVE PURCHASE PRICE IS ALLOCATED AS FOLLOWS:

(A) $6,000.00 OF THE PURCHASE PRICE IS UPON THE REAL ESTATE LOCATED IN

KNOX COUNTY, OHIO; AND

(B) $165,000.00 OF THE PURCHASE PRICE IS UPON THE REAL ESTATE AND IMPROVEMENTS LOCATED IN RICHLAND COUNTY, OHIO.

3. PRORATED ITEMS: IT IS UNDERSTOOD AND AGREED THAT REAL ESTATE TAXES AND ASSESSMENTS SHALL BE PRORATED TO THE DATE OF THE EXECUTION OF THIS LAND CONTRACT. BUYER SHALL BE RESPONSIBLE FOR AND PAY ALL TAXES AND ASSESSMENTS THEREAFTER.
4. RISK OF LOSS: IT IS EXPRESSLY UNDERSTOOD THAT BUYER BEARS ALL RISK OF LOSS TO, OR DAMAGE OF, SAID PROPERTY. SAID DESTRUCTION OR DAMAGE SHALL NOT RELEASE BUYER FROM ANY OF HIS OBLIGATIONS UNDER THIS CONTRACT.
5. WASTE: BUYER SHALL NOT REMOVE OR PERMIT THE REMOVAL FROM SAID PROPERTY OF ANY BUILDINGS WITHOUT FIRST OBTAINING WRITTEN PERMISSION OF SELLER NOR SHALL BUYER COMMIT ANY WASTE OF SAID PROPERTY OR BUILDING THEREON.
6. PERSONAL INJURY: BUYER SHALL INDEMNIFY AND HOLD SELLER FREE AND HARMLESS FROM ANY AND ALL DEMANDS OR LIABILITY RESULTING FROM INJURY TO OR DEATH OF ANY

7. PERSON DUE TO NEGLIGENCE OF BUYER OR THE CONDITION OF SAID PROPERTY AFTER DATE OF POSSESSION.
8. POSSESSION: BUYER SHALL BE ENTITLED TO POSSESSION OF SAID PROPERTY ON THE DATE OF THE EXECUTION OF THIS CONTRACT SHALL REMAIN IN POSSESSION THEREOF SO LONG AS HE IS NOT IN DEFAULT IN THE PERFORMANCE OF THIS CONTRACT.
9. CONDEMNATION: IF ANY PART OF THE PREMISES BUT LESS THAN ALL ARE TAKEN OR ACQUIRED, EITHER TEMPORARILY OR PERMANTLY, BY ANY CONDEMNATION PROCEEDING OR BY THE RIGHT OF EMINENT DOMAIN, ANY AWARD OR PAYMENT RECEIVED BY THE BUYER SHALL BE PAYABLE JOINTLY TO THE PARTIES HERETO. SAID PAYMENT OR AWARD SHALL BE FIRST UTILIZED TO RESTORE OR REPAIR AND DAMAGE TO THE PREMISES OCCASIONED BY SAID TAKING. THEREAFTER, THE SELLER SHALL RECEIVE THAT PROPORTION OF THE AWARD OR PAYMENT THEAT THE AWARD OR PAYMENT SHALL BEAR TO THE BALANCE DUE SELLER. SAID AMOUNT SHALL BE APPLIED TO THE THEN EXISTING BALANCE DUE THE SELLER AND THE REMAINING PORTION OF THE AWARD OR PAYMENT SHALL BE PAYABLE TO THE BUYER.

10. STRUCTURAL CHANGES OR ALTERATIONS: IT IS UNDERSTOOD AND AGREED THAT BUYER WILL NOT MAKE ANY MAJOR STRUCTURAL CHAGES OR ALTERATIONS ON SAID PROPERTY WITHOUT FIRST OBTAINING SELLER'S WRITTEN APPROVAL, WHICH SHALL NOT BE UNREASONABLY WITHHELD.
11. DEFAULT: PAYMENT OF ALL MONEYS BECOMING DUE HEREUNDER BY BUYER AND THE PERFORMANCE OF ALL COVENANTS AND CONDITIONS OF THIS CONTRACT TO BE KEPT AND PERFORMED BY BUYER ARE CONDITIONS PRECEDENT TO THE PERFORMANCE BY SELLER OF THE COVENANTS AND CONDITIONS OF THIS CONTRACT TO BE KEPT AND PERFORMED BY SELLER. IN THE EVENT BUYER SHALL FAIL FOR A PERIOD OF 60 DAYS AFTER THEY BECOME DUE TO PAY ANY OF THE SUMS IN THIS CONTRACT AGREED TO BE PAID BY BUYER, EITHER AS INSTALLMENTS OR ON ACCOUNT OF INTEREST, TAXES, ASSESSMENTS, OR TO PROCURE INSURANCE, OR SHOULD BUYER FAIL TO COMPLY WITH ANY COVENANTS OR CONDITIONS OF THIS CONTRACT ON HIS PART TO PERFORMED, THEN SELLER SHALL BE ENTITLED TO PURSUE HIS LEGAL REMEDIES AS SET FORTH BY OHIO LAW.
    (A) IN CASE OF DEFAULT, OR FOR OTHER

(B) REASONS, BUYER MAY SELL THE PREMISES BY WARRANTY DEED TO A THIRD PARTY, PROVIDING SELLER IS THEN PAID IN FULL INTEREST AND PRINCIPAL. UPON RECEIPT IN FULL, SELLER SHALL CONVEY PREMISES BY WARRANTY DEED.

12. CONVEYANCE ON FULL PERFORMANCE: WHEN THE PURCHASE PRICE AND ALL OTHER AMOUNTS TO BE PAID BY THE BUYER PURSUANT TO THIS CONTRACT ARE FULLY PAID AS IN THIS CONTRACT PROVIDED, SELLER WILL EXECUTE AND DELIVER TO BUYER A GOOD AND SUFFICIENT DEED CONVEYING TO BUYER FEE SIMPLE TITLE TO SAID PROPERTY FREE FROM ENCUMBRANCES EXCEPT THOSE SET FORTH IN THIS CONTRACT OR ARISING THROUGH ANY ACTS OF THE BUYER, AND AXCEPT RESTRICTIONS IMPOSED BY ZONING ORDINANCES, RESTRICTIONS, RESERVATIONS, AND EASEMENTS OF RECORD, IF ANY, AS EVIDENCED BY A TITLE GUARANTEE, TITLE INSURANCE POLICY, TITLE CERTIFICATE OR ABSTRACT PROCURED AND PAID FOR BY THE BUYER. BUYER HAS INSPECTED PREMISES AND ACCEPTS SAME "AS IS" IN ITS CONDITION ON THE DATE OF THE EXECUTION OF THIS CONTRACT.

13. ASSIGNMENT: THIS CONTRACT, OR ANY

14. INTEREST THEREIN SHALL NOT BE ASSIGNED BY BUYER, WOTHOUT WRITTEN CONSENT OF SELLER.
15. SELLER'S COVENANT NOT TO MORTGAGE: SELLER HEREBY ACKNOWLEDGES AND COVENANTS THAT THE ABOVE-DESCRIBED PREMISES, WHICH ARE THE SUBJECT MATTER OF THIS LAND CONTRACT, SHALL NOT BE ASSIGNED, PLEDGED, OR MORTGAGED AS COLLATERAL IN THE REPAYMENT OF ANY DEBT FOR AN AMOUNT WHICH EXCEEDES THE BALANCE DUE UPON THIS LAND CONTRACT.
16. STATEMENTS: FOLLOWING EACH CALENDER YEAR, SELLER SHALL FURNISH A STATEMENT TO BUYER SETTING FORTH THE AMOUNT CREDITED TO PRINCIPAL AND INTEREST DURING THE YEAR AND THE BALANCE DUE AT THE CLOSE OF EACH YEAR.
17. INSURANCE: BUYER AGREES TO INSURE, AT THEIR OWN EXPENSE FOR THE FULL INSURABLE VALUE OF ALL THE BUILDINGS LOCATED ON PROPERTY, SAID AMOUNT TO BE A MINIMUM OF 62.5 PERCENT OF THE BALANCE DUE UPON THE LAND CONTRACT, AGAINST LOSS BY FIRE OR OTHER CASUALTY WITH LOSS PAYABLE CLAUSE TO SELLER, AND TO INTAIN PUBLIS LIABILITY INSURANCE ON THE PROPERTY DURING THE LIFETIME OF

18. THIS CONTRACT IN THE MINIMUM OF $250,000.00. IN CASE OF LOSS, EACH PARTY SHALL BE PAID FROM THE INSURANCE PROCEEDS AS THEIR INTEREST APPEARS.
IN THE EVENT BUYER IS UNABLE TO OBTAIN INSURANCE, THEN IN THAT EVENT, SELLER SHALL OBTAIN SAME WITH MINIMUM COVERAGE AS STATED ABOVE, AND BUYER AS ADDITIONAL LOSS-PAYEE UPON THE POLICY. BUYER SHALL REIMBURSE SELLER FOR THE ANNUAL INSURANCE PREMIUM WITHIN THIRTY (30) DAYS FROM THE TIME SELLER PRESENTS THE INVOICE TO THE BUYER.
19. SELLER ACKNOWLEDGES THAT THRUSH, THOMPSON, WOLF, & FITHIAN REPRESENTS THE BUYER IN THIS TRANSACTION AND THAT SELLER HAS THE RIGHT TO INDEPENDENT COUNSEL, PAID BY THE SELLER, IF HE SOO DESIRES.
20. PARTIAL RELEASE BY SELLER: IN THE EVENT BUYER DESIRES TO SELL OFF A PORTION OF THE REAL ESTATE DESCRIBED IN THE EXHIBIT "A" TO A THIRD PARTY, SELLER HEREBY AGREES TO EXECUTE A PARTIAL RELEASE IN FAVOR OF BUYER PROVIDING BUYER APPLIES AND PAYS TO SELLER THE SUM OF $800.00 PER ACRE X THE NUMBER OF

21. ACRES TO BE SOLD, UPON THE PRINCIPAL BALANCE OF THIS LAND CONTRACT.
22. LEASE UPON FAILURE TO MAKE TOTAL DOWN PAYMENT: IN THE EVENT BUYER DOES NOT PAY TO SELLER THE ADDITIONAL $38,000.00 AS THE DOWNPAYMENT BY THE DUE DATE IN THE CONTRACT, THEN THE $12,000.00 PAID TO THE SELLER SHALL BE APPLIED TO AN ANNUAL RENTAL PAYMENT OF %15,500.00 TO SELLER FOR THE PERIOD OF TIME FROM JANUARY 1, 1991 TO DECEMBER 31,1991. THE REMAINING $3,500.00 OF THE ANNUAL RENTAL SHALL BE PAID TO SELLER ON OR BEFORE JULY 1, 1991. BUYER SHALL BE ENTITLED TO EXCLUSSIVE POSSESSION OF THE REAL ESTATE AND ALL IMPROVEMENTS DURING THIS PERIOD. FURTHER, BUYER SHALL HAVE POSSESSION AND OWNERSHIP OF ALL PROCEEDS DERIVED FROM FARMING DURING THID PERIOD OF TIME.

IN THE EVENT BUYER DOES NOT PAY TO SELLER THE ADDITIONAL $38,000.00 AS THE DOWNPAYMENT, AND IN FACT HAS INSTEAD PAID THE $15,500.00 ANNUAL RENTAL PAYMENT, SELLER HEREBY GRANTS THE FOLLOWING:

A)SELLER GRANTS TO BUYER THE FIRST RIGHT OF REFUSAL WHEN THE SELLER

OBTAINS A WRITTEN AND EXECUTED OFFER TO PURCHASE BY A THIRD PARTY. SELLER SHALL COMMUNICATE THIS OFFER TO BUYER WITHIN SEVEN (7) DAYS OF SELLER'S RECEIPT; BUYER SHAL COMMUNICATE HIS ACCEPTANCE TO PURCHASE AT THE IDENTICAL PRICE, SAID COMMUNICATION TO BE MADE TO SELLER WITHIN SEVEN (7) DAYS THEREAFTER. BUYER SHALL HAVE SIXTY (60) DAYS FROM THE DATE IT COMMUNICATES TO SELLER ITS DECISION TO PURCHASE UPON THE RIGHT OF FIRST REFUSAL TO PAY SELLER THE AMOUNT DUE UPON THE IDENTICAL TERMS OF THE THIRD PARTY OFFER.

23. ENTIRE AGREEMENT: BOTH BUYER AND SELLER AGREE THAT THIS CONTRACT CONSTITUTES THE SOLE AND ONLY AGREEMENT BETWEEN THEM RESPECTING SAID PROPERTY AND CORRECTLY SETS FORTH THEIR OBLIGATIONS TO EACH OTHER AS OF ITS DATE.

IN WITNESS WHEREOF, SELLER AND BUYER HAVE SIGNED DUPLICATE COPIES OF THIS LAND CONTRACT THIS 29TH DAY OF MAY, 1991.

WITNESS:
S/

S/WHATMAN
S/JAMES W. BREMER
S/NOLENE L. BREMER SELLER
WITNESS:
S/
S/BARNETT
S/DOUGLAS D. SNELL
S/DIANE L. SNELL BUYER

STATE OF OHIO SS:
COUNTY OF RICHLAND

RECORDED IN VOL. 101 PAGE 960 IN
RICHLAND COUNTY

RECORDED IN VOL.
KNOX COUNTY

SEPARATE SURVEYOR'S LEGAL
DESCRIPTIONS FOR EACH PARCEL AND
COUNTY ATTACHED WITH FILING
CONTRACT.

APPENDIX D

U.S. DEPARTMENT OF JUSTICE
UNITED STATES ATTORNEY
NORTHERN DISTRICT OF OHIO

1800 BANK ONE CENTER
600 SUPERIOR AVENUE, EAST
CLEVELAND OHIO 44114-2600

BONNIE M. SCOTT, RECORDER
RICHLAND COUNTY
COURTHOUSE
50 PARK AVENUE, EAST
MANSFIELD OHIO 4902

NOTICE OF LIS PENDUS

NOTICE IS HEREBY GIVEN OF THE FILING OF A COMPLAINT FOR FORFEITURE AGAINST REAL PROPERTY, TOGETHER WITH ALL FIXTURES, APPURTENANCES AND IMPROVEMENTS, LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO, AND MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL #1: SITUATED IN THE TOWNSHIPP PF JEFFERSON, COUNTY OF RICHLAND AND STATE OF OHIO: BEING IN THE SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 35, TOWNSHIP 19, RANGE 18 IN JEFFERSON TOWNSHIP, RICHLAND COUNTY, OHIO AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT A STONE AT THE MIDDLE OF THE CROSSROADS AND AT THE SOUTHEAT CORNER OF SAID SECTION 35,...(DETAILED SURVEY DESCRIPTION)...TO THE PLACE OF BEGINNING, AND ESTIMATED TO CONTAIN 102.73 ACRES OF LAND. PERMANENT PARCEL #014-34-004-17-000, #014-34-005-01-000, #014-34-004-18-000 AND #014-34-005-02-000.

SAVE AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PREMISES: ...(SURVEYOR LEGAL DESCRIPTION) ... CONTAINING IN ALL A TOTAL OF 8.88 ACRES FOR THIS EXCEPTION. ALSO SAVE AND EXCEPT THEREFROM THE FOLLOWING: ... (SURVEYORS LEGAL DESCRIPTION)... CONTAINING 3.833 ACRES, AS SURVEYED IN AUGUST 1986 BY BARNES AND TRACY...

ALSO CONVEYING THE FOLLOWING: SITUATED IN THE TOWNSHIP OF JEFFERSON, COUNTY OF RICHLAND, AND STATE OF OHIO: ...(SURVEYORS LEGAL DESCRIPTION)... CONTAINING 6 AND 11/50 ACRES MORE OR LESS. PERMANANT PARCEL #014-34-005-03-000

ALSO CONVEYING THE FOLLOWING: SITUATED ON THE TOWNSHIP OF JEFFERSO, COUNTY OF RICHLAND AND STATE OF OHIO: ...(SURVEY LEGAL DESCRIPTION)... CONTAINING 46.7 ACRES OF LAND. PERMANENT PARCEL #014-34-005-04-000.

THE RECORDED OWNERS OF THE PROPERTY ARE JAMES M. BREMER AND NOLENE L. BREMER. THE PROPERTY IS SUBJECT TO FORFEITURE PURSUANT TO 21 U.S.C. SECTION 881(a)(7), FOR VIOLATIONS OF TITLE 21 OF THE UNITED STATES CODE.

FOR FURTHE INFORMATION CONCERNING THIS ACTION, REFERENCE MAY BE MADE TO THE RECORDS OF THE CLERK OF COURT FOR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION.

DATED THIS 13TH DAY OF JANUARY, 1998.

VERY TRULY YOUR,

/S JAMES L. MORFORD
ASSISTANT U.S. ATORNEU
(216)622-3743

RECORDED IN RICHLAND COUNTY VOLUME 0563 PAGE 682-684

U.S. DEPARTMENT OF JUSTICE

UNITED STATES ATTORNEY
NORTHERN DISTRICT OF OHIO

1800 BANK ONE CENTER
600 SUPERIOR AVENUE, EAST
CLEVELAND, OHIO 44114-2600

RICHLAND COUNTY RECORDER
COURTHOUSE
50 PARK AVENUE, EAST
MANSFIELD, OH 44902

RELEASE OF LIS PENDENS

NOTICE IS HEREBY GIVEN THAT A CERTAIN LIS PENDENS RECORDED IN THE RICHLAND COUNTY RECORDS ON JANUARY 14, 1998, IN VOLUME 0563, AT APGE 682-685, GIVING NOTICE OF THE PENDENCY OF A FORFEITURE ACTION IN THE UNITED STATES DISTRICT CORT FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION, ENTITLED UNITED STATES OF AMERICA v REAL PROPERTY LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO, CIVIL ACTION NO. 1:98CV0053, IS HEREBY RELEASED AND DISCHARGED.

THE EFFECTED PROPERTY BY THIS RELEASE IS LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO, AND MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL #1: SITUATED IN THE TOWNSHIP OF JEFFERSON, COUNTY OF RICHLAND AND STATE OF OHIO:
...(SURVEYOR LEGAL DESCRIPTION)...ESTIMATED TO

CONTAIN 102.73 ACRES OF LAND. PERMANENT PARCEL #014-34-005-01-000, #014-34-004-18-000, AND #014-34-005-02-000.
SAVE AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PREMISES:...(SURVEYOR LEGAL DESCRIPTION)... CONTAINING IN ALL A TOTAL OF 8.88 ACRES FOR THIS EXCEPTION. ALSO SAVE AND EXCEPT THEREFROM THE FOLLOWING: ...(SURVEYOR LEGAL DESCRIPTION) ... CONTAINING 3.833 ACRES, AS SURVEYED IN AUGUST 1986 BY BARNES AND TRACY...

ALSO CONVEYING THE FOLLOWING: SITUATED IN THE TOWNSHIP OF JEFFERSO, COUNTY OF RICHLAND, STATE OF OHIO AND BEING DESCRIBED AS FOLLOWS:
...(SUVEYOR LEGAL DESCRIPTION)... CONTAINING 6 AND 11/50 ACRES MORE OR LESS. PERMANENT PARCEL #014-34-005-03-000

ALSO CONVEYING THE FOLLOWING: SITUATED IN THE TOWNSHIP OF JEFFERSON, COUNTY OF RICHLAND AND STATE OF OHIO: ...(SURVEYOR LEGAL DESCRIPTION)... CONTIANING 46.7 ACRES OF LAND. PERMANENT PARCEL #014-34-005-04-000

VERY TRULY YOURS,
S/ JAMES L. MORFORD
ASSISTANT U.S. ATTORNEY
(216)622-3743

FILED IN RICHLAND COUNTY VOLUME 768 PAGE 0841-0843

APPENDIX E

U.S. DEPARTMENT OF JUSTICE
UNITED STATES ATTORNEY
NORTHERN DISTRICT OF OHIO

1800 BANK ONE CENTER
600 SUPERIOR AVENEUE, EAST
CLEVELAND, OHIO 44114-2600

JOHN LYBARGER, RECORDER
KNOX COUNTY
ADMINISTRATION BUILDNIG
106 E. HIGH STREET
MOUNT VERNON, OHIO 43050

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN OF THE FILING OF A COMPLAINT FOR THE FORFEITURE AGAINST REAL PROPERTY, TOGETHER WITH ALL FIXTURES, APPURTENANCES AND IMPROVEMENTS, LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO. THE PORTION OF THIS PROPERTY LOCATED IN KNOX COUNTY, OHIO, IS MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL #2: SITUATED IN THE COUNTY OF KNOX, IN THE STATE OF OHIO, AND IN THE TOWNSHIP OF BERLI, AND BOUNDED AND DESCRIBED AS FOLLOWS: ... (SUVEYOR LEGAL DESCRIPTION).. CONTAINING 80 ACRES OF LAND, MORE OR LESS. PERMANENT PARCEL #01-00035
SAVING AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PREMISES: ... (SURVEYOR LEGAL DESCRIPTION)... TO THE POINT OF BEGINNING, CONTAINING 41.5 ACRES, AND LEAVING IN THIS TRACT 38.5 ACRES.

FOR FURTHER INFORMATION CONCERNING THIS ACTION, REFERENCE MAY BE MADE TO THE RECORDS OF THE CLERK OF COURTS FOR THE UNITED STATES DISTRICT COUT FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION.

DATED THIS 13TH DAY OF JANUARY. 1998

VERY TRULY YOURS,
S/ JAMES L MORFORD
ASSISTANT U.S. ATTORNEY
(216)622-3743

RECORDED IN KNOX COUNTY JANUARY 15TH 1998 IN VOLUME 540 PAGES 92-93

U.S DEPARTMENT OF JUSTICE

UNITED STATE ATTORNEY
NORTHERN DISTRICT OF OHIO

1800 BANK ON CENTER
600 SUPERIOR AVENUE, EAST
CLEVELAND, OHIO 44114-2600

JOHN LYBARGER, RECORDER
KNOX COUNTY
ADMINISTRATION BUILDING
106 E. HIGH STREET
MOUNT VERNON, OHIO 43050

RELEASE OF LIS PENDENS

NOTICE IS HEREBY GIVENTHAT A CERTAIN LIS PENDENS RECORDED IN THE KNOX COUNTY RECORDS ON JANUARY 15, 1998 , IN VOLUME 540, AT PAGE 92-93, GIVING NOTICE OF THE PENDENCY OF A FORFEITURE ACTION IN THE UNITED STATES DISTRICT OF OHIO, EASTERN DIVISION, ENTITLED UNITED STATES OF AMERICA v. REAL PROPERTY LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO, CIVIL ACTION NO 1:98CV0053, IS HEREBY RELEASED AND DISCHARGED.

THE PROPERTY AFFECTED BY THE RELEASE IS LOCATED AT 7340 GARBER ROAD, BELLVILLE, OHIO, AND MORE FULLY DECRIBED AS FOLLOWS:

PARCEL #2: SITUATED IN THE COUNTY OF KNOX, IN THE STATE OF OHIO, AND IN THE TOWNSHIP OF BERLIN, AND BOUNDED AND DESCRIBED AS FOLLOWS: ...(SUVEYOR LEGAL DESCRIPTION) ... CONTAINING 80 ACRES OF LAND, MORE OR LESS. PERMANENT PARCEL #01-00035
SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:... (SURVEYOR LEGAL DESCRIPTION) ... CONTAINING 41.5 ACRES, AND LEAVING IN THIS TRACT 38.5 ACRES.

THE RECORDED OWNERS OF THE PROPERTY ARE JAMES M BREMER AND NOLENE L BREMER.

DATED THIS 8 DAY OF DECEMBER, 1999.

VERY TRULY YOURS,
S/ JAMES L MORFORD
ASSISTANT U.S.ATTORNEY
(216)622-3743

RECORDED IN KNOX COUNTY DECEMBER 10, 1999 IN VOLUME 109 PAGES 347-348.

APPENDIX F

CENTER OF POLYGRAPH AND PERSONNEL SERVICES, INC.

CERTIFIED POLYGRAPHISTS
ROBERT HADEN, PRES.
DAN KREBS
ROBERT HADEN II
MICHAEL TAYLOR

JANUARY 8, 1999

RICHARD CLINE
ATTORNEY AT LAW
490 S HIGH ST
COLUMBUS, OHIO 43215

RE: POLY GRAPH EXAMINATION
DOUGLAS SNELL

DEAR MR. CLINE,
ON JANUARY 8, 1999, A POLYGRAPH EXAMINATION WAS CONDUCTED ON THE ABOVE PERSON, TO DETERMINE HIS TRUTHFULNESS, RELATIVE TO CHARGES PLACED AGAINST IN RICHLAND COUNTY. BEFORE THE PRE-TEST INTERVIEW, MR. SNELL SIGNED A FORM STATING HE WAS TAING THE TEST VOLUNTARILY. THIS FORM REMAINS A PART OF OUR CASE FILE. IN THE POLYGRAPH RECORDINGS, THERE WERE DEFINITE INDICATIONS OF TRUTHFULNESS WHEN MR. SNELL ANSWERED "NO" TO THE FOLLOWING QUESTIONS.

1. DO YOU KNOW FOR SURE, WHO PLANTED THE MARIJUANA PLANTS ON YOUR PROPERTY?
2. DID YOU, IN ANY WAY, HELP TO PLANT THE MARIJUANA PLANTS FOUND ON YOUR PROPERTY?
3. DID YOU, IN ANY WAY, HELP TO CULTIVATE THE MARIJUANA FOUND ON YOUR PROPERTY?
4. IN SEPTEMBER OF 1997, DID YOU THEN KNOW THAT MARIJUANA WAS BEING GROWN ON YOUR

PROPERTY?

5. WERE YOU, IN ANY WAY, GOING TO PROFIT FROM THE MARIJUANA GROWING ON YOUR PROPERTY?

IT IS MY OPINION, BASED ON MR. SNELL'S POLYGRAPH EXAMINATION, THAT HE WAS TELLING THE TRUTH, TO THE ABOVE LISTED QUESTIONS.

SINCERELY,

S/ROBERT L. HADEN, A.C.P.
PRESIDENT

CENTER OF POLYGRAPH AND PERSONNEL SERVICES,INC.

CERTIFIED POLYGRAPHISTS
ROBERT HADEN,PRES.
DAN KREBS
ROBERT HADEN II

RESUME OF ROBERT L. HADEN, POLYGRAPHIST

ROBERT L. HADEN GRADUATED FROM THE NATIONAL TRAINING CENTER OF POLYGRAPH SCIENCE IN FEBRUARY OF 1975. HE WAS CERTIFIED IN MAY OF 1975. THE DIRECTOR OF THE NATIONAL TRAING CENTER IS RICHARD O. ARTHER, A NOTED POLYGRAPHIST.
MR. HADEN BECAME A MEMBER OF THE COLUMBUS POLICE DEPT. ON A FULL TIME BASIS.
IN AUGUST OF 1975, MR. HADEN CO-FOUNDED THE CENTER OF POLYGRAPH SCIENCE AND SERVED AS COMPANY PRESIDENT UNTIL HE FOUNDED THE CENTER OF POLYGRAPH AND PERSONNEL SERVICES, INC., IN APRIL OF 1980. HE IS CURRENTLY SOLE OWNER OF COMPANY, AKA, COPPS, INC.,

MR. HADEN IS AMEMBER OF THE OHIO ASSOCIATION OF POLYGRAPHISTS. HE IS A DISTINGUISHED FELLOW IN THE ACADEMY OF CERTIFIED POLYGRAPHISTS. HE IS A CHARTER MEMBER OF THE AMERICAN ASSOCIATION OF POLICE POLYGRAPHISTS.

MR. HADEN HAS ATTENDED NUMEROUS SEMINARS REGARDING THE POLYGRAPH PROFESSION AND HAS CONDUCTED THOUSANDS OF POLYGRAPH EXAMINATIONS.
RESPECTFULLY SUBMITTED,
S/ROBERT L. HADEN, A.C.P.
PRESIDENT

APPENDIX H

IN THE RICHLAND COUNTY COURT OF COMMON PLEAS

STATE OF OHIO	:	CASE NO 97-CR-592-H
PLAINTIFF,	:	
V	:	JUDGEMENT ENTRY
DOUGLAS SNELL	:	
DEFENDANT.	:	

UPON MOTION BY THE PROSECUTING ATTORNEY, AND FOR GOOD CAUSE SHOWN, THAT THE SAID DOUGLAS D. SNELL WAS RE-INDICTED ON SIMILAR FACTS IN CASE NO. 98-CR-121 H,
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT CASE NO. 97-CR-592 H IS HEREBY DISMISSED.

SO ORDERED.

S/JAMES D. HENSON, JUDGE

CC:JAMES J. MAYER, JR.,
PROSECUTING ATTORNEY

ATTORNEY JAMES H. BANKS